

EXHIBIT A



Terms of Use Agreement

PLEASE READ THESE TERMS (THIS "AGREEMENT") CAREFULLY BEFORE USING THIS WEBSITE OR ANY OTHER MLB ADVANCED MEDIA, L.P. PRODUCT OR SERVICE.

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1. INTRODUCTION; GENERAL; OWNERSHIP; PROHIBITIONS

Use of the Official Website of Major League Baseball, which encompasses MLB.com, the Official Websites of the thirty (30) Major League Baseball Clubs, the Official Websites of certain other Major League Baseball-related properties (collectively, this "Website"), downloadable mobile applications (e.g., MLB, Ballpark) available from third party application storefronts ("Application(s)"), games available from third party application storefronts (e.g. Beat the Streak, R.B.I. Baseball) ("Mobile Games"), games and other applications available from third party social media locations and gaming websites (e.g., MLB Ballpark Empire) ("Social Games") and all products and services provided and/or distributed (whether via this Website or elsewhere) by MLB Advanced Media, L.P. ("MLB") are subject to this Agreement. References to this Website, Applications, Mobile Games, Social Games and all materials contained in this Website and/or otherwise accessible via other MLB-controlled products or services or MLB-operated interactive media locations will be referred to herein collectively as the "MLB Digital Properties" and individually as an "MLB Digital Property." By using an MLB Digital Property, you agree to be bound by this Agreement. If you do not agree to this Agreement, do not use the MLB Digital Properties.

Except for Submitted Content (defined below), the MLB Digital Properties are either owned by or licensed to MLB. The applicable owners and licensors retain all rights to the MLB Digital Properties, including, but not limited to, all copyright, trademark and other proprietary rights, however denominated. Except for downloading one copy of the MLB Digital Properties on any single device for your personal, non-commercial home use, you must not reproduce, prepare derivative works based upon, distribute, perform or display the MLB Digital Properties without first obtaining the written permission of MLB or otherwise as expressly set forth in the terms and conditions of the MLB Digital Properties. The MLB Digital Properties must not be used in any unauthorized manner.

In some instances, this Agreement and separate terms (e.g., an end user license agreement) will apply to the MLB Digital Properties. By using an MLB Digital Property, you acknowledge that you have reviewed all terms and conditions applicable to the product or service in question and agree to be bound by such terms and conditions. When you submit personal information (e.g., full name and address) to an MLB Digital Property and/or to the MLB Shop at www.mlbshop.com, including any mobile version thereof or any successor site(s), (collectively, "Shop") (which is operated and managed by an independent service provider, "Fanatics"), you acknowledge and agree by acceptance of this Agreement that such personal information may be used in accordance with the **Privacy Policy of the MLB Digital Properties** and/or the **Privacy Policy of the Shop**, as applicable.

You must not use the MLB Digital Properties, including but not limited to Community Features (defined below), to: (i) transmit, store, embed or otherwise make available any information or material that infringes any right of MLB or any third party, however denominated, including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (ii) transmit, store or otherwise make available material which disrupts any of the MLB Digital Properties, imposes an unreasonable or disproportionately large load on any MLB Digital Property infrastructure or otherwise adversely affects, restricts or inhibits any other user from using any of the MLB Digital Properties; (iii) transmit, store or otherwise make available material which is false, threatening, abusive, libelous, defamatory, obscene, vulgar, demeaning, offensive, pornographic, profane, sexually explicit, indecent or inappropriate, which constitutes hate speech or which adversely affects MLB business, or is otherwise objectionable in MLB's sole determination; (iv) transmit, store or otherwise make available material which constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (v) transmit, store or otherwise make available a virus, trojan horse, worm, time bomb, spyware, bot or other harmful or deleterious programming routine; (vi) transmit, store or otherwise make available material which contains any material of a commercial nature, including but not limited to advertising, promotions, "junk mail," "spam," "pyramid schemes," "chain letters" or solicitation of any kind; (vii) transmit, store or otherwise make available material which constitutes or contains false or misleading indications of origin or statements of fact; (viii) exploit, harm, personally attack (personal attacks include, but are not limited to, defamatory, sexual and/or sexually implicit remarks) or impersonate players, management, employees of baseball or any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (ix) use or attempt to use another's information, account, password, service or system except as expressly permitted; (x) solicit, collect, transmit, store or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, email addresses, Social Security numbers or credit or debit card numbers; (xi) use automated scripts to collect information from or otherwise interact with the MLB Digital Properties; and (xii) transmit, store or otherwise make available material which is irrelevant to the subject matter of the applicable MLB Digital Properties.

Third party text, photo, graphic, audio and/or video material, including that provided by Associated Press ("AP"), (collectively, the "Third Party Materials") contained on or incorporated in the MLB Digital Properties shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither these Third Party Materials nor any portion thereof may be stored in a device except for personal and non-commercial use. No third party provider, including without limitation AP, will be held liable in any way to any user of an MLB Digital Property, or to any third party who may receive information in the Third Party Materials, for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof, or for any damages arising from or occasioned by any of the foregoing.

2. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"), MLB has designated to the U.S. Copyright Office an agent to receive notifications of claimed copyright infringement relating to this Website or the other MLB Digital Properties (the "Designated Agent"). All such notifications relating to this Website or the other MLB Digital Properties must be a written communication and must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit MLB to locate the material.
4. Information reasonably sufficient to permit MLB to contact the complaining party, such as an address, telephone number, and/or electronic mail address.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Claims of infringement which include the above required information must be submitted via postal mail or email to MLB's Designated Agent as follows:

Service Provider: MLB Advanced Media, L.P.

Full Address: MLB Advanced Media, L.P.

Copyright Agent

1271 Avenue of the Americas

New York, NY 10020

Telephone Number: (212) 931-7800

Email Address: legal@website.mlb.com

3. COMMUNITY FEATURES

The MLB Digital Properties may offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works or other information or material (collectively, the "Submitted Content") in connection with various features, including but not limited to profiles, forums, bulletin boards, wiki, vanity email, auctions, contests, games, blogs, audio and/or video submissions, message boards, Q&A features and chat features (collectively, the "Community Features"). By transmitting your Submitted Content via any MLB Digital Property, you grant, and represent and warrant that you have the right to grant, to MLB a worldwide, perpetual, royalty-free, non-exclusive, sub-licensable and irrevocable right and license to use, reproduce, prepare derivative works based upon, distribute, perform, sell and display your Submitted Content for any purpose throughout the universe, in whole or in part, in any form, media or technology known or hereafter developed.

You are solely responsible for your Submitted Content and must use the Community Features in a responsible manner. The MLB Digital Properties may also offer opportunities for you to transmit Submitted Content via third party social networking websites and products ("Third Party Social Networking Features"). Any use of Third Party Social Networking Features is subject to the then current terms of use of the applicable third party website or product and not this Agreement, unless you are notified otherwise, in which case the terms and conditions set forth in such notification will apply.

In order to participate in Community Features and/or certain other MLB Digital Properties, you may be asked to register an account by providing certain personal information such as your name and/or email address. The **Privacy Policy of the MLB Digital Properties** and/or the **Privacy Policy of the Shop**, explains how we may collect and use such information. In consideration of your use of the applicable MLB Digital Properties, you agree (i) to provide accurate, current and complete information about yourself as may be prompted by any registration or other forms (collectively, "Registration Data"); (ii) to maintain the security of your password and identification; (iii) to maintain and promptly update Registration Data and any other information you provide to MLB; (iv) not to sell, transfer or assign your account; and (v) to be fully responsible for all use of your account and for any actions that take place using your account.

MLB and its third party providers ("Vendors", including Fanatics) do not monitor, endorse, edit or screen your Submitted Content, although MLB and its Vendors reserve the right to do so, and neither MLB nor its Vendors shall be liable for your Submitted Content. You acknowledge that your Submitted Content is not confidential, and your Submitted Content may be read, intercepted by others and widely accessible on the Internet and via other interactive media, and you have no expectation of privacy with regard to any such submission. You acknowledge that by submitting your Submitted Content via the Community Features, no confidential, fiduciary, contractually implied or other relationship is created between you and MLB or between you and MLB's Vendors other than as expressly set forth in this Agreement. You acknowledge that MLB is not responsible for, and cannot and does not guarantee, the accuracy, completeness or reliability of information in any material posted or submitted by any user of the Community Features. You represent that your Submitted Content is an original work by you or you have all necessary rights in it to submit it to MLB under the terms of this Agreement. You further agree that you are solely liable for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees, connected to or arising from your breach of any representation or warranty, or other violation of this Agreement. If MLB determines, in MLB's sole discretion and judgment, that your Submitted Content violates, or may violate, any of the terms of this Agreement, MLB reserves the right to (a) refuse to allow you to upload or otherwise transmit Submitted Content; (b) remove and delete your Submitted Content; (c) revoke your right to use any Community Features or other MLB Digital Properties; and/or (d) use any technological, legal, operational or other means available to MLB to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your account on any MLB Digital Property.

You are solely responsible for your interactions with other users of the MLB Digital Properties. You may use various features (e.g., the "Flag" within comments sections) of certain Community Features to report violators. We reserve the right, but have no obligation, to monitor disputes between you and other users.

4. SPECIAL TERMS AND CONDITIONS APPLICABLE TO SALES OF PRODUCTS AND SERVICES; CUSTOMER SERVICE CONTACT INFORMATION

The Shop, which is operated by Fanatics, allows you to order products supplied by independent merchandise Vendors and the MLB Digital Properties may make available limited merchandise in certain circumstances (collectively, "Merchandise"). MLB Auctions allows you to purchase merchandise through an auction process ("Auctions"). From the Ticketing sections of certain MLB Digital Properties, you can, among other things, purchase tickets for games supplied by Major League Baseball and/or the applicable Club(s) ("Tickets"). Via certain MLB Digital Properties, you can subscribe to or download audio, video and audiovisual content, fantasy and other games and other products and services (collectively, "Services"). In addition, you can acquire MLB products and services from locations other than the MLB Digital Properties (e.g., via third party storefronts, including, without limitation, wireless carriers, online music and/or video download and streaming sites, video game console services, third party websites, etc.) (collectively, "Third Party Sales Locations").

ALL PURCHASES ARE SUBJECT TO PRODUCT AVAILABILITY. MLB EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE, LOSS OR INJURY ARISING OUT OF THE ACTIVITIES OF FANATICS, ANY VENDOR, THE MERCHANDISE OFFERED BY THE VENDORS, ANY LOSS OR INJURY RESULTING FROM YOUR ACCESS OR INABILITY TO ACCESS THE MLB DIGITAL PROPERTIES, ANY THIRD PARTY SALES LOCATIONS OR ANY PRODUCT OR SERVICE THEREIN, OR ANY LOSS OR INJURY ARISING OUT OF YOUR PURCHASE OR USE OF ANY PRODUCTS, MERCHANDISE, AUCTIONS, TICKETS OR SERVICES.

The Services and all other products offered via the MLB Digital Properties are provided for your private, non-commercial use, and you may not distribute, modify, translate, rebroadcast, transmit, stream, perform or create derivative works of them.

1. Shop

By using the Shop, you acknowledge that the **Terms of Use of the Shop** ("Shop Terms") governs your use, including any Merchandise orders you place with the Shop. In the event of any conflict between this Agreement and the Shop Terms, the Shop Terms will govern with respect to your activity on the Shop only. Fanatics is responsible for the fulfillment and shipment of all Merchandise ordered via the Shop. Fanatics can be reached by using the contact information provided at the Shop.

2. Price Modifications; Merchandise and Services Availability

MLB reserves the right to modify the price of any Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties. MLB is not responsible for any error in copy or images relating to Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties. Any offer to sell any Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties may be discontinued at any time in MLB's sole discretion.

With respect to Merchandise and Auctions offered and/or sold via the MLB Digital Properties, we cannot confirm the price or availability of an item until you order; however, we do NOT charge your credit or debit card until after your order has entered the shipping process (with the exception of any special order or customized/personalized products, which will be billed immediately after the order is received) or we determine you are the winning bidder. Despite our best efforts, a small number of the items listed in the MLB Digital Properties or in our printed catalogs may be mispriced. If we discover a mispricing, we will do one of the following:

If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item.

If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you via email of such cancellation.

The Services and any other applicable products offered via the MLB Digital Properties or Third Party Sales Locations are subject to transmission limitations of the Internet and wireless carriers, which limitations could result in video and/or audio dropouts, rebuffering or other loss of connection.

3. Required Notices of Certificates of Authenticity

With respect to the sale of certain Merchandise or Auctions to residents of the State of California, the following notice is provided pursuant to California Civil Code, Title 1.1A, Autographed Sports Memorabilia, Cal Civil Code § 1739.7 (2001):

SALE OF AUTOGRAPHED SPORTS MEMORABILIA: AS REQUIRED BY LAW, A DEALER WHO SELLS TO A CONSUMER ANY SPORTS MEMORABILIA DESCRIBED AS BEING AUTOGRAPHED MUST PROVIDE A WRITTEN CERTIFICATE OF AUTHENTICITY AT THE TIME OF SALE. THIS DEALER MAY BE SURETY BONDED OR OTHERWISE INSURED TO ENSURE THE AUTHENTICITY OF ANY COLLECTIBLE SOLD BY THIS DEALER.

With respect to the sale of certain Merchandise or Auctions, the following notice is provided pursuant to New York Arts and Cultural Affairs Law, Title V-1, Sale of Autographed Sports Collectibles, NY CLS Art & Cult Affr § 60.04 (2006):

SALE OF AUTOGRAPHED SPORTS MEMORABILIA: AS REQUIRED BY LAW A DEALER WHO SELLS TO A CONSUMER ANY SPORTS MEMORABILIA DESCRIBED AS BEING PERSONALLY AUTOGRAPHED FOR TWENTY-FIVE DOLLARS OR MORE MUST PROVIDE A WRITTEN CERTIFICATE OF AUTHENTICITY AT THE TIME OF SALE.

The certificates referenced above will be provided in the form of a certificate of authenticity or as a unique hologram affixed to the item itself. Each hologram bears a unique tamper-proof identification number that upon entry in MLB's database will provide the name of the signer and the date the item was signed, which database is accessible [here](#).

4. Customer Service

Should you have any questions about the purchase of Merchandise or Auctions via the MLB Digital Properties or Auctions, please call MLB.com Customer Service at 888-652-7467 within the U.S., or email customerservice@mlb.com.

Should you have any questions about the purchase of Services via the MLB Digital Properties, please call 866-800-1275 within the U.S. and 512-434-1542 outside the U.S., or email csubscriptionfeedback@website.mlb.com.

Should you have any questions about the purchase of downloadable mobile or wireless products via the mobile MLB Digital Properties, please email mlb-mobile-cs@mlb.com.

5. Purchasing; Price; Payment

In order to purchase Merchandise, Auctions, Tickets, Services or any other products via the MLB Digital Properties or via Third Party Sales Locations, you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, email address, credit or debit card information and shipping address. The **Privacy Policy of the MLB Digital Properties** explains how such information provided to the MLB Digital Properties may be collected and used by MLB. With respect to the Shop, the **Privacy Policy of the Shop** applies to the collection and use of your personal information by Fanatics. With respect to Third Party Sales Locations, the privacy policy of any such Third Party Sales Location applies to the collection and use of your personal information by the operators and/or owners of such Third Party Sales Location. Your ability to make any purchase via the MLB Digital Properties may be subject to limits established by your card issuer. You must notify MLB immediately of any change in your credit or debit card information, including any change to your home address. MLB may bill you at the time the Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties are ordered or shipped, and the appropriate Club or Vendor may bill you at the time your Tickets are ordered or shipped. You must pay all amounts accrued in your account, including sales tax and shipping and handling charges, when due. MLB may in its sole discretion decline service to

or terminate any account. Neither MLB, nor any other MLB Entity (defined below), nor Fanatics, any Vendor or any operator of any Third Party Sales Location is responsible, and must not be held liable, for any breaches in transaction security by any third party.

By purchasing any Merchandise, Auctions, Tickets, Services or any other products offered via the MLB Digital Properties, you acknowledge and agree that your credit or debit card (or other payment device or method) is being charged by MLB's payment processor or its vendor. For purposes of this Agreement, such payment processor will be referred to as a "Vendor."

By utilizing a credit or debit card for purchase of any Services or any other applicable products offered via the MLB Digital Properties, you authorize MLB to charge such card on the periodic basis as specified (e.g., once per month for monthly Services) in the amount described on the applicable purchase path. In the event MLB is unable to process charges to your primary credit or debit card on such periodic basis or in such amount, you authorize MLB to charge an alternative card saved in the Payment Profile section of your MLB.com account.

If the account number, expiration date or other information of any credit or debit card account associated with your subscription Service changes, MLB recommends you update it as soon as possible. Please also be aware, MLB may acquire this current information from our financial services partner(s) and update the Payment Profile section of your MLB.com account to include such revised payment information.

6. Sales Tax

For certain purchases made via the MLB Digital Properties, MLB is required to collect sales tax. In states or regions that impose sales or use tax, a purchase is subject to tax unless specifically exempt. Purchases from the MLB Digital Properties are not exempt from sales or use taxes simply because they are made from the Internet or because MLB is not required to collect sales or use tax by any particular state or region. Whether any sales tax will be collected on a given purchase and the amount of tax charged depends on a number of factors including whether the seller is subject to tax in a given jurisdiction. The purchaser is responsible for any applicable taxes not collected by MLB and certain states require purchasers to file a sales/use tax return annually reporting taxable purchases that were not taxed and to pay such tax. For details, see the website of, or otherwise contact, the applicable taxing authority. If any sales tax will be collected directly by MLB in connection with a purchase, that amount will be shown either prior to the completion of any purchase or reflected in the final confirmation of that purchase.

For Oklahoma purchasers, applicable use tax on purchases made via the MLB Digital Properties may be reported and paid on an Oklahoma individual income tax return [Form 511] or by filing a consumer use tax return [Form 21-1]. The referenced forms and corresponding instructions are available on the [Oklahoma Tax Commission website](#).

For South Dakota purchasers, applicable sales or use taxes on purchases made via the MLB Digital Properties may be reported and paid on the South Dakota use tax form, available with corresponding instructions on the [South Dakota Department of Revenue website](#).

7. Billing and Automatic Renewal Policies for Certain Subscription Services

For certain Services billed on a monthly basis (e.g., MLB.TV Monthly subscription Service), your subscription will automatically renew monthly during the current Major League Baseball season through and including October and annually on or about March 1 each year at the then-current Major League Baseball season's regular full monthly price, unless you cancel your Service prior to the beginning of the next applicable billing (and renewal) period. The primary credit or debit card you have stored in the Payment Profile section of your MLB.com account will be charged on or about the same date each month of your subscription during any Major League Baseball season and each subsequent year as set forth above. If MLB is unable to process these charges to your primary credit or debit card, an alternative card stored in the Payment Profile section of your MLB.com account may be charged. If you wish to cancel your monthly Service, you have two options: (i) you may cancel your monthly subscription in its entirety (including the annual automatic renewal of this Service in subsequent years) or (ii) you may cancel your monthly subscription for the applicable Major League Baseball season, but elect to annually automatically renew (i.e., re-start) your monthly subscription in the following Major League Baseball season. To elect either of these options and cancel your monthly Service, you may login to your MLB.com account, access the Audio/Video Subscriptions section and follow the applicable instructions, or send an email to subscriptioncancel@website.mlb.com. In no event will MLB provide partial or pro-rated refunds; see below for further details regarding refunds.

For Services billed on a yearly basis (e.g., MLB.TV Yearly, MLB.TV Single Team and MLB subscription Services), your subscription will automatically renew annually on or about March 1 each year at the then-current year's regular full yearly price, unless you cancel your Service prior to the beginning of the next applicable billing (and renewal) period. The primary credit or debit card you have stored in the Payment Profile section of your MLB.com account will be charged on or about March 1 of each subsequent year as set forth above. If MLB is unable to process these charges to your primary credit or debit card, an alternative card stored in the Payment Profile section of your MLB.com account may be charged. To cancel your yearly Service, login to your MLB.com account, access the Audio/Video Subscriptions section and follow the applicable instructions, or send an email to subscriptioncancel@website.mlb.com. In no event will MLB provide partial or pro-rated refunds; see below for further details regarding refunds.

In the event MLB discontinues or significantly alters a Service that you have purchased with automatic renewal, MLB (a) will notify you via email to an address you have provided to MLB, (b) may provide information about similar or new Services available via the MLB Digital Properties and (c) reserves the right to cancel the applicable renewal.

UNLESS YOU NOTIFY US BEFORE THE BEGINNING OF THE NEXT APPLICABLE BILLING (AND RENEWAL) PERIOD THAT YOU WISH TO CANCEL ANY AUTOMATICALLY RENEWING SERVICE, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU) TO COLLECT THE APPLICABLE SUBSCRIPTION FEE AND ANY TAXES USING ANY CREDIT OR DEBIT CARD SAVED IN THE PAYMENT PROFILE SECTION OF YOUR MLB.COM ACCOUNT.

8. Refund Policies for Certain Subscription Services

MLB will refund the purchase price you paid for a subscription Service (e.g., MLB.TV or Gameday Audio) offered via the MLB Digital Properties if you make a refund request on the applicable MLB Digital Property via the account management tools in the Audio/Video Subscriptions section of your MLB.com account or via email to subscriptioncancel@website.mlb.com within five (5) days of your initial purchase or within five (5) days of any annual automatic renewal date. In no event will MLB grant you more than one (1) refund during any given Major League Baseball season or provide partial or pro-rated refunds.

Should you wish to cancel your subscription Service at any time, you may login to your MLB.com account, access the Audio/Video Subscriptions section and follow the applicable instructions, or you may email subscriptioncancel@website.mlb.com. If such cancellation request occurs on any date following either the fifth (5th) day after your initial purchase or the fifth (5th) day after any annual automatic renewal date during any subsequent Major League Baseball season of your Service, then your cancellation will be effective as follows:

Current Yearly Service: If you cancel your yearly subscription Service as set forth immediately above, such cancellation will take effect at the start of the following subscription service year (e.g., a subscription service year for MLB.TV may begin on March 1 and therefore any cancellation of an existing subscription as described immediately above and prior to March 1 will be effective as of March 1). The Services to which you are subscribed will be accessible until cancellation is effective.

Annual Automatic Renewal of Yearly Service: If you cancel your yearly subscription Service as set forth immediately above, it will not automatically renew in any subsequent year.

Current Monthly Service: If you cancel your monthly subscription Service as set forth immediately above, such cancellation will take effect upon the completion of your then-current service month (e.g., a subscription service month for MLB.TV may begin on May 1 and cancellation of such a subscription as described immediately above will be effective as of June 1). The Services to which you are subscribed will be accessible until the thirtieth (30) day after your most recent billing date.

Annual Automatic Renewal of Monthly Service: If you cancel your monthly subscription Service as set forth immediately above, it will not automatically renew annually in any subsequent year, unless you elect at the time of your cancellation to renew (i.e., re-start) your monthly subscription Service in the following Major League Baseball season.

9. Notifications and Other Terms and Conditions

By purchasing or using any Services, you agree that MLB may notify you about changes to prices and/or Services by sending an email to an address you have provided to MLB or by publishing a notice on the informational page(s) of the MLB Digital Properties applicable to the Services. It is your responsibility to notify MLB of any change in your email address by logging in to the applicable MLB Digital Property and using the online account management tool. If your email service includes functionality or software that

catalogues your emails in an automated manner, it is your responsibility to ensure you retrieve those emails we send to you, e.g., by routinely monitoring your bulk, junk and/or spam email folders or by adding us to your address book or safe senders list.

Programming, pricing, terms and conditions of Services, Tickets and other products offered via the MLB Digital Properties are subject to availability and change. Certain Services, Tickets and other products offered via the MLB Digital Properties may be governed by separate terms (e.g., an end user license or similar agreement) which differ from this Agreement. Please refer to the terms and conditions of such Services, Tickets, other products and/or MLB Digital Properties to determine the policies applicable for such other MLB Digital Properties. In the event of any conflict between this Agreement and the terms and conditions provided for any such Service, Ticket, other product or MLB Digital Property, the terms and conditions of the applicable Service, Ticket, other product or MLB Digital Property will govern.

10. Access to Services and Blackout Restrictions

Subscription activation for Services and other products offered via the MLB Digital Properties, and subsequent ability to access Services and other products offered via the MLB Digital Properties, may be subject to approval of your valid major credit or debit card and verification of other information you submit or is otherwise obtained by MLB (e.g., your IP address). Scheduled games may be cancelled or substituted when necessary.

Blackout restrictions apply to Services that allow you to watch streaming video of live games depending on the date of the game, your location and local, regional, national and international broadcast exclusivities. Specifically:

All live games offered via MLB.TV subscription Services and certain other subscription Services are subject to local or national blackouts as more fully described in the following paragraphs. **If a game is blacked out in an area, it is not available for live game viewing through MLB.TV.** If you are an MLB.TV subscriber within an area subject to blackout, the applicable game will be available as an archived game approximately 90 minutes after the conclusion of the game.

Regular Season Local Blackout: Except for certain Major League Baseball regular season and Postseason games as described below or in certain Club home television territories for which MLB may offer in-market subscription Services, all live games will be blacked out in each applicable Club's home television territory. If a game is blacked out in an area, it is not available for live game viewing.

In addition, note:

Home television territory blackout restrictions apply regardless of whether a Club is home or away and regardless of whether or not a game is televised in a Club's home television territory.

U.S. Clubs may be subject to blackout outside of the United States based on their home television territory as determined by Major League Baseball.

All San Francisco Giants and Oakland Athletics live games will be blacked out in the U.S. territory of Guam.

To find out which Club's live games are blacked out of the U.S. area where you will be watching a game due to these blackout restrictions, [click here](#).

Regular Season U.S. National Blackout: Due to Major League Baseball exclusivities, live national broadcasts and/or streaming of Major League Baseball events and select live national broadcasts and/or streaming of Major League Baseball games, will be blacked out in the U.S. (including, with respect to certain games and events, the territories of Guam and the U.S. Virgin Islands). For a current listing of events and regular season games that will be nationally blacked out in the United States, [click here](#). The list at this link will be updated throughout the season.

Authenticated Access to Certain National Games and Events via MLB.TV: Certain Major League Baseball games and events, such as the All-Star Game and select Major League Baseball Postseason games, broadcast nationally by Fox and MLB Network may be available for live streaming via MLB.TV subscription Services to those subscribers who are also eligible customers of a participating cable or video service provider ("Authenticated Access"). Services subscribers who are not able to authenticate with a participating cable or video service provider, as determined by the applicable provider, will be blacked out from live streaming of these nationally broadcast games or events.

Postseason Blackout: Due to Major League Baseball exclusivities, during the MLB Postseason, all live games will be blacked out both in the United States (except for those games for which Authenticated Access is available within the United States) and worldwide with the exception of the countries listed [here](#).

Regular Season International Blackout: Due to Major League Baseball exclusivities, select live broadcasts and/or streaming of Major League Baseball events and select live broadcasts and/or streaming of Major League Baseball games, will be blacked out internationally outside of the United States.

Live audio of games subject to the blackout restrictions reflected above is available as "MLB Audio," which is included with any MLB.TV subscription.

For these Services, you must submit your email address. Clicking on a live MLB.TV link will perform and trigger a number of checks to make sure that you are located outside of the applicable blackout territory. Due to the foregoing blackout restrictions, you may be required to authorize MLB to access your location data, which access will be in accordance with the **Privacy Policy of the MLB Digital Properties. IF YOU CIRCUMVENT, OR ATTEMPT TO CIRCUMVENT, ANY BLACKOUT RESTRICTION OR OTHER USE RESTRICTION; YOUR SUBSCRIPTION WILL BE SUBJECT TO IMMEDIATE TERMINATION AND A CHARGE OF ONE HUNDRED DOLLARS (\$100.00) FOR EARLY TERMINATION; YOU MAY BE SUBJECT TO LEGAL ACTION; AND MLB RESERVES THE RIGHT TO REPORT SUCH MISCONDUCT TO APPROPRIATE LAW ENFORCEMENT AUTHORITIES.**

SHARING OF PASSWORDS TO ANY OF THE MLB DIGITAL PROPERTIES IS STRICTLY FORBIDDEN. IN ADDITION TO THE RIGHTS AND REMEDIES AVAILABLE TO MLB AS SET FORTH IN THE PREVIOUS PARAGRAPH, MLB RESERVES THE RIGHT TO CHARGE A USER THE FULL SERVICES' SUBSCRIPTION FEE FOR EACH INDIVIDUAL WITH WHOM THE USER HAS SHARED HIS/HER PASSWORD.

5. VOTES; CONTESTS; SWEEPSTAKES

The MLB Digital Properties may offer you opportunities to vote in connection with certain events including the All-Star Game and also to participate in contests, sweepstakes or other promotions. By participating in any such event, you signify your agreement to all special terms set forth on the MLB Digital Property applicable to the event as well as the terms of this Agreement.

6. LINKING

The MLB Digital Properties may contain links and pointers to other Internet sites and resources, including, without limitation, Third Party Sales Locations and Third Party Social Networking Features. Links to and from the MLB Digital Properties from or to Third Party Sales Locations, Third Party Social Networking Features and other websites or locations maintained by third parties do not constitute an endorsement by MLB or any other MLB Entity of any such third party website or content. MLB is not responsible for the availability of these third party resources or their contents. You should direct any concerns regarding any external link to the administrator of the applicable third party website or location.

7. DISCLAIMER OF WARRANTIES

1. USE OF THE MLB DIGITAL PROPERTIES AND THE PRODUCTS, MERCHANDISE, TICKETS AND SERVICES INCLUDED THEREIN, ARE AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.
2. EXCEPT FOR ANY WARRANTIES THAT MAY BE EXPRESSLY PROVIDED BY MLB AND/OR THE APPLICABLE VENDOR, THE MLB DIGITAL PROPERTIES, AND ALL MATERIALS CONTAINED OR DISTRIBUTED THEREIN, INCLUDING, BUT NOT LIMITED TO, ALL PRODUCTS, MERCHANDISE, TICKETS AND SERVICES, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. MLB DOES NOT WARRANT THAT: (1) THE MLB DIGITAL PROPERTIES OR ANY PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (2) DEFECTS OR ERRORS IN THE MLB DIGITAL PROPERTIES, OR PRODUCTS, MERCHANDISE AND SERVICES AVAILABLE THEREFROM, WILL BE CORRECTED; (3) THE MLB DIGITAL PROPERTIES, OR PRODUCTS, MERCHANDISE AND SERVICES, WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) ANY INFORMATION CONTAINED IN THE MLB DIGITAL PROPERTIES, OR PRODUCTS, MERCHANDISE AND SERVICES AVAILABLE THEREFROM, WILL BE ACCURATE OR RELIABLE.

8. LIMITATIONS ON LIABILITY

1. NOTWITHSTANDING ANY TERM IN THIS AGREEMENT, OTHER APPLICABLE TERMS AND CONDITIONS OF THE MLB DIGITAL PROPERTIES OR ANY ACT OR FAILURE TO ACT BY MLB OR ITS VENDORS, YOU ARE EXCLUSIVELY LIABLE FOR ANY AND ALL SUBMITTED CONTENT YOU TRANSMIT VIA THE MLB DIGITAL PROPERTIES.
2. IN NO EVENT SHALL MLB BE LIABLE FOR ANY BREACH IN TRANSACTION SECURITY CAUSED BY A THIRD PARTY ARISING OUT OF OR RELATING TO ANY ATTEMPT TO PURCHASE PRODUCTS, MERCHANDISE, AUCTIONS, TICKETS OR SERVICES.
3. IN NO EVENT SHALL MLB, ANY OTHER MLB ENTITY OR ANY VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE MLB DIGITAL PROPERTIES INCLUDING, BUT NOT LIMITED TO, ANY TRANSACTION FOR PRODUCTS, MERCHANDISE, AUCTIONS, TICKETS OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF MLB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF MLB IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF MLB, ANY OTHER MLB ENTITY OR ANY VENDOR FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE MLB DIGITAL PROPERTIES, INCLUDING BUT NOT LIMITED TO ANY PRODUCTS, AUCTIONS, TICKETS, MERCHANDISE, OR SERVICES AVAILABLE THEREFROM, IS \$50.
4. IN NO EVENT SHALL MLB OR ANY OTHER MLB ENTITY BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THE MLB DIGITAL PROPERTIES, INCLUDING THE AVAILABILITY OF ANY FEATURE OR FUNCTIONALITY.

9. INDEMNIFICATION

You hereby agree to indemnify and hold the MLB Entities harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (i) your use of the MLB Digital Properties, including but not limited to the products, Merchandise, Auctions, Tickets and/or Services purchased via the MLB Digital Properties; or (ii) any alleged breach of this Agreement by you. For purposes of this Agreement, the "MLB Entities" shall mean MLB, the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs ("Clubs"), Major League Baseball Properties, Inc., The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

10. TERMINATION

MLB may change, suspend or discontinue any aspect of the MLB Digital Properties at any time, including the availability of any product, Merchandise, Auctions offering, Ticket offering, Service, feature, database or content. MLB may also impose limits on certain offerings and features or restrict your access to parts, or the entirety, of the MLB Digital Properties without notice or liability at any time in MLB's exclusive discretion, without prejudice to any legal or equitable remedies available to MLB, for any reason or purpose, including, but not limited to, conduct that MLB believes violates this Agreement or other policies or guidelines posted on the MLB Digital Properties or conduct which MLB believes is harmful to other customers, to MLB's business or to other information providers. In addition and without prejudice to any other remedy available to MLB, MLB may immediately terminate this Agreement if you breach any term of this Agreement or other operating term set forth by MLB in the MLB Digital Properties. This Agreement may also be immediately terminated at any time by MLB in its sole discretion.

11. ARBITRATION; CONSENT TO JURISDICTION IN NEW YORK; ATTORNEYS' FEES; TIME PERIOD LIMITATION FOR CLAIMS

1. Any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the MLB Digital Properties (including all commercial transactions conducted through the MLB Digital Properties) ("Claims"), except for claims filed in a small claims court that proceed on an individual (non-class, non-representative) basis, shall be settled by binding arbitration before a single arbitrator appointed by the American Arbitration Association ("AAA") in accordance with its then governing rules and procedures, including the Supplementary Procedures for Consumer-Related Disputes, where applicable. In agreeing to arbitrate all Claims, you and MLB waive all rights to a trial by jury in any action or proceeding involving any Claim. The arbitration shall be held in New York County, New York, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This arbitration undertaking is made pursuant to and in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. The parties agree that an award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. This arbitration provision shall survive termination of this Agreement.
2. Subject to the limitations set forth below in this Section 11.B, the arbitrator shall have authority to award legal and equitable relief available in the courts of the State of New York, provided that:
3. The arbitrator shall not have authority to award punitive damages unless authorized to do so by statute; and
4. Any and all claims shall be arbitrated on an individual basis only and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party. You and MLB agree that the arbitrator shall have no authority to arbitrate any Claim as a class action or in any other form other than on an individual basis.
5. For any Claims that are not subject to arbitration: (i) the exclusive jurisdiction and venue for proceedings involving Claims shall be the courts of competent jurisdiction sitting within New York County, New York (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient; (ii) you and MLB waive any and all rights to trial by jury with respect to any Claims.
6. In the event that either party initiates a proceeding involving any Claim other than an arbitration in accordance with this Section 11, or initiates a proceeding involving a Claim under Section 11.C other than in the Forum, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing this agreement to arbitrate and the Forum to which the parties have herein agreed.

7. To the maximum extent permitted by law, you permanently and irrevocably waive the right to bring any Claim in any forum unless you provide MLB with written notice of the event or facts giving rise to the Claim within one (1) year of their occurrence.

12. CHOICE OF LAW

Any and all Claims arising out of or related to this Agreement or to your use of any product or service distributed by MLB shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

13. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. MLB in its sole discretion may amend this Agreement, in which case we will post the amended Agreement within the MLB Digital Properties. Your use of the MLB Digital Properties after such amended Agreement is posted will constitute acceptance of it by you. MLB may be required to notify you of certain events concerning the MLB Digital Properties and your use thereof, and your use of the MLB Digital Properties constitutes acceptance that such notices will be effective upon our posting them on the applicable MLB Digital Properties or, if we elect in our sole discretion, emailing you at an address you have provided to us. Sections 7, 8, 9, 11, 12 and 13 of this Agreement will survive any termination or cancellation of this Agreement. MLB's performance under this Agreement is subject to applicable law and nothing contained herein is in derogation of MLB's right or obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the MLB Digital Properties or information provided to or gathered by MLB with respect to such use. If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import.

14. ACCEPTANCE OF TERMS OF USE

BY USING AN MLB DIGITAL PROPERTY, YOU SIGNIFY YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT. If you do not agree to the terms in this Agreement, you must not use any of the MLB Digital Properties. MLB may change the terms of this Agreement at any time, and your use of an MLB Digital Property after such change is posted will mean that you accept such change.

15. NOTICE FOR CALIFORNIA CONSUMERS

Under California Civil Code Section 1789.3, California users of the MLB Digital Properties are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

LAST UPDATED: FEBRUARY 4, 2020

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